

Staff Summary Report



To: Mayor and City Council
Through: City Manager

Agenda Item Number 15
Meeting Date: 06/20/02

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES CONTRACT

PREPARED BY: Fred Brittingham, Planning Director (480-350-8331)
Bonnie Richardson, Neighborhoods and Urban Design Manager (480-350-8585)

REVIEWED BY: Dave Fackler, Development Services Manager (480-350-8333)

BRIEF: Request approval of an amendment to the previously approved professional service contract with OTAK Incorporated for Phase II of the review of city regulatory documents and rewrite of the Zoning Ordinance.

COMMENTS: **PURCHASE CONTRACT (1004-01) CONTRACT NO. 2001-29** Request approval of an amendment to Phase II of the professional service contract with OTAK Incorporated in the amount of \$8,874.18 with a 5% contingency clause.

Document Name: 20020620devsrh01 **Supporting Documents:** Yes

SUMMARY: This amendment has resulted from the large amount of input we have received from our Citizen Advisory Committee (CAC) and others in the community on the three modules of the draft ordinance. While this input has been invaluable, much of it has been conflicting. The CAC and staff have concurred that additional meetings with the consultant are necessary to clarify this input and use it to focus the next draft of the ordinance. We will hold two days of meetings with the CAC and the consultant to review the input, reach consensus on the issues or at least agreement to proceed in a certain direction, and use those decisions to guide the next iteration of the ordinance. The consultant has submitted a proposed cost analysis (attached) that indicates total cost of \$8,874.18 for the preparation of the documents for the meeting and their expenses to conduct the sessions and prepare the summaries of the meetings.

Staff would also request we include a 5% contingency statement. This provides for minor adjustments in the contract without needing to return to the Council. Contingency allowances are a typical part of city contracts. However, we had not included one in this contract to date.

FISCAL NOTE: Phase II of the OTAK contract was awarded at a cost of \$144,127.00. An additional \$55,873.00 has been provided in the CIP budget to cover the cost of outreach, printing, mailings, public meetings etc. Please note that this is not an increase in the cost of the project. The funds for this amendment will be reallocated from the additional funds noted above. It is our opinion that we will still have adequate funds to provide the support work necessary to complete the document.

RECOMMENDATION: Approval of contract amendment.

ATTACHMENTS: Amended Contract, Exhibit A (Consultant's proposal)

**THIRD AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
CITY CONTRACT # 2001-29B
OTAK CONSULTANTS**

THIS THIRD AMENDMENT ("Amendment") to that certain Professional Services Contract entered into by the parties on January 15, 2001 is made and entered into this _____ day of _____, 2002 by and between the **CITY OF TEMPE**, an Arizona municipal corporation ("City") and **OTAK, INCORPORATED**, ("Consultant").

WHEREAS, the City has engaged the Consultant to perform professional services for a project know and described as Zoning Ordinance Re-Write, Project No. PLC#2001.01, hereinafter called the "Project", and

WHEREAS, the City and the Consultant desire to amend the Contract for Professional Services ("Contract") enter into on January 15, 2001 to include an additional scope of work, and

WHEREAS, the City Council of the City of Tempe, on **JUNE 20, 2002** approved the execution of this Amendment of the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Contract as follows:

- 1) That Phase II of the Contract is hereby amended to include the addition of the following scope of work: The Consultant shall prepare summaries of all the Citizen Advisory Committee comments on the three modules of the draft ordinance and provide updated modules for distribution to the Committee. They will also attend two days of meetings with the Committee to finalize the input on the draft ordinance prior to rewriting it for the Case Studies.
- 2) That there is established a 5% contingency allowance for minor adjustments to the contract.
- 3) That the parties agree that all other provisions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the date first written above.

CITY OF TEMPE, ARIZONA:

Dave Fackler, Development Services Manager

The CONSULTANT warrants that the person who is signing this AMENDMENT on behalf of the CONSUTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this AMENDMENT.

OTAK, INCORPORATED

Name

Title

Federal I.D. No. / Social Security No.

Memorandum

Otak

1345 NW Wall St., Suite 202
Bend, OR 97701
Phone (541) 385-9960
Fax (541) 312-8704

Date: May 31, 2002
To: Fred Brittingham, City of Tempe
From: Scot Siegel *Scot Siegel*
Copies: Roger Millar
Subject: *Additional Services for Rewrite*

This memo responds to your request for a scope of work and fee estimate for additional services for the Regulatory Rewrite. As requested, Otak proposes the following new task and deliverables to support development and public review of the Draft Land Use and Development Ordinance. This work is in addition to, and falls under, **Task 2 – Preliminary Draft**, in the Regulatory Rewrite Phase 2 Scope of Work. A spreadsheet with Otak's estimated hour breakdown and costs is attached.

Task 2 Additional Services

2.4 Issue Work Sessions

Purpose

The issue work sessions are intended to resolve the conflicting policy recommendations that the City and Otak received during review of the preliminary draft rewrite (modules 1, 2, and 3). For a description of the work session process, please refer to the "Rewrite Issues for May Work Sessions" memorandum, dated May 2, 2002.

Work to be Accomplished by Otak

- Otak will prepare issue summaries, meeting agendas, and discussion materials for three work groups in Tempe. *Note: Work on this task substantially began during the week of April 29-May 3.*
- Otak's project manager and principal-in-charge will facilitate the three work groups to be conducted during May 31-June 1 in Tempe. We have assumed that each work session will be approximately three hours.
- Otak will provide a summary of the key consensus points for review and approval by the City's project manager. Otak's project manager and principal-in-charge will participate in a conference call with City staff after June 1, if needed, to discuss the results of the work groups.

Work to be Accomplished by City

City staff will coordinate all meeting logistics and prepare meeting summaries.

Schedule

May-June, 2002

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Conclusion

The attached spreadsheet provides a breakdown of staff hours and expenses. Otak will proceed with this work based upon your written authorization (May 15th e-mail). Please call Roger or me if you have any questions. Thank you.

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SERVICES DEPARTMENT

Phase 2 Additional Services
Staff Hour Estimate
 31-May-02

Phase 2, Task 2

2.4 Issue Work Sessions	Millar	Siegel	Planner	Total
preparation and meeting materials	2	20	0	22
work groups in Tempe, and follow-up conference call	20	20	0	40
Total Hours	22	40	0	62
Hourly Rate	\$167	\$92	\$70	
Expenses				\$1,500
Subtotal	\$3,683	\$3,692	\$0	\$8,874

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